

**SEVENTH AMENDMENT TO AGREEMENT**

**THIS IS A SEVENTH AMENDMENT** (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 (“City”),

and

**WASTE MANAGEMENT INC. OF FLORIDA**, a corporation whose address is 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431, hereinafter "CONTRACTOR," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as “party” or collectively as “parties.”

**WHEREAS**, on or about January 23, 2001, the City and CONTRACTOR entered into a Collection Services Agreement, whereby the City granted the CONTRACTOR a franchise to serve as the City’s solid waste collection services provider (the “Original Agreement”); and

**WHEREAS**, on or about June 13, 2006, the City and CONTRACTOR entered into the First Amendment to the Original Agreement, thereby extending the initial term of the Original Agreement through June 1, 2009; and

**WHEREAS**, on or about December 9, 2008, the City and CONTRACTOR entered into the Second Amendment to the Original Agreement, thereby further extending the initial term through June 1, 2012; and

**WHEREAS**, on or about September 26, 2011, the City and the CONTRACTOR entered into the Third Amendment to the Original Agreement, thereby again extending the initial term through June 1, 2015; and

**WHEREAS**, on or about March 27, 2012, the City and the CONTRACTOR entered into the Fourth Amendment to the Original Agreement, thereby establishing the City's participation in the CONTRACTOR's Organics Pilot Recycling Pilot Program; and

**WHEREAS**, on or about April 22, 2014, the City and the CONTRACTOR entered into the Fifth Amendment to the Original Agreement, thereby extending the initial term through June 1, 2018; and

**WHEREAS**, on or about April 10, 2018, the City and the CONTRACTOR entered into the Sixth Amendment to the Original Agreement, thereby further extending the initial term through September 30, 2023; and

**WHEREAS**, the Parties recognize the City's need to competitively bid the services provided by the CONTRACTOR pursuant to the Original Agreement, as amended; and

**WHEREAS**, the City has been working diligently and in good faith to finalize its solid waste competitive solicitation process; however, it is not anticipated to be completed prior to the expiration of the Sixth Amendment; and

**WHEREAS**, due to the exigent circumstances associated with the timing of the City's procurement process, the Parties have agreed to a limited, six-month extension of the Original Agreement, subject to the terms and conditions set forth herein, in order for the City to finalize its competitive solicitation and award a successor contract for solid waste hauling services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Seventh Amendment. The Original Agreement and all subsequent amendments are further incorporated by reference into this Seventh Amendment.

**Section 2.**     Renewal Term. The Original Agreement, as amended, is hereby further renewed for a six-month renewal term, which shall commence on October 1, 2023 and shall terminate on March 31, 2024 (the “Renewal Term”).

**Section 3.**     In the event that the CONTRACTOR is the prevailing bidder during the City’s pending procurement process and the CONTRACTOR is awarded a new collection services agreement by the City Commission, such new agreement shall supersede the Original Agreement, as amended, and the Renewal Term set forth herein shall be terminated upon execution of the new collection services agreement between the Parties. In the event that the CONTRACTOR is not the prevailing bidder during the City’s pending procurement process, the CONTRACTOR shall work in good faith with the City and the prevailing bidder to ensure a seamless transition for the City to a new solid waste collection services provider.

**Section 4.**     Rates. Effective October 1, 2023 and for the duration of the Renewal Term, unless terminated earlier pursuant to the Original Agreement, as amended, the current rates for services provided by the CONTRACTOR shall be increased by 5%, as set forth in the attached Exhibit.

**Section 5.**     Section 50(A) of the Original Agreement, as amended by the Fifth Amendment, entitled “Enhancements” is hereby amended to provide, as follows:

A. Education

CONTRACTOR, in coordination with the City, will continue the Annual Scholarship program in the amount of \$5,000 per year during the Renewal Term, to be contributed by the CONTRACTOR to the City to help support selected graduating high school seniors with their future higher education aspirations.

**Section 6.**     Scrutinized Companies.     CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section

287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**Section 7.** The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

7.1 Keep and maintain public records required by the CITY to perform the service;

7.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

7.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

7.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**  
**9090 S.W. 50<sup>th</sup> PLACE**  
**COOPER CITY, FL 33328**  
**(954) 434-4300**  
[tallen@coopercityfl.org](mailto:tallen@coopercityfl.org)

**Section 8.**     E-Verify.     CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

8.1           Definitions for this Section:

8.1.1   “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a contractor or consultant.

8.1.2   “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

8.1.3   “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

8.2           Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

8.2.1   All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

8.2.2   All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

8.2.3   The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**Section 9.** That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

**IN WITNESS OF THE FOREGOING**, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida  
municipal corporation

BY: \_\_\_\_\_  
MAYOR GREG ROSS

ATTEST:

BY: \_\_\_\_\_  
Tedra Allen, City Clerk

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
Jacob G. Horowitz, Esq.  
City Attorney

WITNESSED BY:

WASTE MANAGEMENT, INC. OF  
FLORIDA

\_\_\_\_\_  
\_\_\_\_\_  
Print name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Print name